

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 542

AND

US FOODS, SAN DIEGO DIVISION

Effective April 1, 2019 through March 31, 2024

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PREAMBLE

This Agreement, entered into by and between US FOODS, San Diego Division, hereinafter “Employer”, and Local Union 542 chartered by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter collectively referred to as the “Union”, is in the mutual interest of the Employer and employee to provide for a schedule of wages, hours and other terms and conditions of employment and satisfactory working conditions for the members of the Union.

All prior contracts, Agreements, side letters, past practices, grievance settlements, and memorandum Agreements are hereby cancelled and replaced by the specific written provisions set forth in this Collective Bargaining Agreement (“Agreement”).

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive Bargaining Agent and Representative of employees in the following bargaining unit:

Included - This Agreement shall cover and apply to full-time and part-time employees of the Employer employed in classifications in this Agreement at the Employer’s place or places of business within the geographical jurisdiction of the Union, as certified by NLRB case #21-RC-18619 on March 9, 1990.

Excluded - All other employees, office clerical employees, professional employees, Managerial employees, confidential employees, salesmen, customer service salespeople, guards, and Supervisors as defined in the Act.

The Employer agrees to abide by state and federal law and N.L.R.A. Section (8)a(5) and timely provide the Union relevant information upon written request.

ARTICLE 2 - UNION SECURITY

- A. Recognition - The Employer recognizes the Union as the sole collective bargaining Representative for all employees employed within its geographical jurisdiction and more particularly the positions set forth in Article 27 of this Agreement.
- B. Union Membership - It shall be a condition of employment that all members of the Employer covered under Article 27 who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or after the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty first (31st) day following the start of such employment, become and remain members in good standing in the Union. Good standing, for the purpose of this Article, shall mean the payment of current monthly dues, initiation fee and re-initiation fees, if any. The Employer

shall send the Union an electronic, updated employee seniority list every sixty (60) calendar days.

- C. Removal From Employment - The Employer will, within seven (7) days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as required in Article 2, Section B of this Agreement.
- D. The Employer agrees to collect, under a check-off system, Union dues as authorized voluntarily by the member, in writing, and approved by the Union on the first (1st) pay day of each month and forward same to the Local Union. These deductions shall be applied to monthly dues and initiation. A list of the members shall be furnished to the Employer by the Union showing the amount of dues and/or initiation to be deducted from each member.

Any and all deductions made by the Employer for the purposes stated in Section D, of this Article, shall be forwarded to the Union by the twentieth (20th) day of the month.

The Union agrees to indemnify the employer and hold the Employer harmless against any and all suits, claims, demands and liabilities that may arise out of or because of any action taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE 3 - NONDISCRIMINATION

The Employer is an equal opportunity Employer and is committed to the principles and practices of equal opportunity employment. The Employer does not discriminate based on an applicant's or an employee's race, color, religion, sex, sexual preference, national origin, citizenship, age, Union activity, Union membership, physical or mental disabilities, or any other characteristic protected by state or federal law.

The Employer shall make reasonable provisions to provide a safe, clean and healthy work environment free from harassment based on the above listed factors and any others protected by state or federal law.

ARTICLE 4 - GENDER

As used in this Agreement, all references to gender such as "he", "him", and "his", additionally including references to "they", "them", and "theirs", shall apply equally to both sexes.

ARTICLE 5 - SUCCESSORS AND ASSIGNS

In the event of sale, consolidation, merger, assignment or transfer of majority control of the business or any part thereof or any other change of ownership of the business of the Employer, the purchaser, partner, lessee, assignee or transferee shall be bound by this Agreement.

It is the intent of the parties that the Employer shall notify any potential purchaser, assignee, partner or transferee of the foregoing provisions relative to the purchase, etc., of the business of the Employer.

ARTICLE 6 - NEW LOCATIONS

In the event the San Diego Division transfers bargaining unit work covered under this Collective Bargaining Agreement to a new location within the jurisdiction of the Joint Council 42 of Teamsters, San Diego Division employees shall be permitted to follow the work and have preference for employment before any new employees are hired.

In the event the San Diego Division opens a domicile yard or other facility within the jurisdiction of the International Brotherhood of Teamsters Local 542, that incorporates work that is covered in this CBA to a new location within the jurisdiction of the Joint Council 42 of Teamsters, San Diego Division employees shall be permitted to follow the work and have preference for employment before any new employees are hired.

ARTICLE 7 - SUBCONTRACTING OF WORK

This Agreement covers all warehousing and distribution of product performed in the San Diego Division.

Warehousing Department functions include, but are not limited to: receiving; forklift operation; chasing "shorts"; P.I.R., product selection; produce quality control; inventory control; driver check-in; cycle counting; loading; equipment charging; utility work; sanitation and inspection cleaning.

Transportation Department functions include, but are not limited to: route, van, hot shot, pallet, transport, backhaul and special event delivery and pick-up; truck spotting and yard hosting; shuttle delivery and pick-up; credit and product pick-ups and backhaul and delivery.

Bargaining Unit Clerical department functions include, but are not limited to: will call, in-bound driver check-in, collection of monies, invoicing and labels, receiving of various drivers and 3rd party carriers, interaction with customers and general clerical and office functions for all departments.

Logistics department functions include, but are not limited to: scheduling, dispatching, expediting and coordinating of orders with procurement, drivers, third party associates, customers, sales, etc. encompassing all backhaul pick-ups and deliveries (including the Employer's DCs) and updating logistics daily and weekly financial reports.

The Employer reserves the right to use vendors or common carriers to deliver inbound product to the Division.

Nothing herein shall prevent non-bargaining unit employees from delivering free samples to customers.

Nothing herein should be interpreted to restrict customers from choosing to pick up merchandise themselves or through another company so long as assistance is performed by a bargaining unit member.

It is the intent of the Employer that it shall not subcontract bargaining unit work that would lead to a loss of jobs within the bargaining unit. Should the Union file a grievance alleging that the Company has violated this provision, a mediator shall assist in resolving the issue prior to arbitration.

ARTICLE 8 - STRIKES AND OTHER WORK STOPPAGES/LOCKOUTS

During the term of this Agreement, or any extension of this Agreement, the Employer shall not lock out its employees covered by this Agreement, and no strike (specifically including any sympathy strike) shall be engaged in, participated in, caused, or sanctioned by the Union or its members, and neither the Union nor any of its members, Agents or Representatives, nor any employee, shall call, cause, authorize, instigate, participate in, aid, condone, encourage, ratify or engage in, any sit-down, stay-in or other strike, sympathy strike, picketing, walkout, slowdown, or work stoppage, or any other interference with production, or stoppage of work, or publicize by any means whatsoever that the Employer is unfair or that there is a dispute between the Employer and any Labor organization, or prevent or attempt to prevent the access of persons to the Employer's plants, equipment or product for any reason whatsoever, or interfere or attempt to interfere with the Employer's materials, equipment or products for any reason whatsoever, and the Union will not cause or engage in, nor will any member, Agent or Representative of the Union or any employee take part in, any boycott of any kind directed against the Employer or the products processed or manufactured by the Employer, any sympathy strike or wildcat strike, or any other economic action detrimental to the Employer.

Employees shall be permitted to observe a lawful primary picket line provided that; (1) the picket line has been officially sanctioned by the Joint Council 42 of Teamsters; and (2) the Union gives the Employer prior written notice at least seventy two (72) hours before an employee is permitted to observe the picket line. Employees will be required to cross the picket line until the Union gives the Employer the written notice provided herein and until seventy two (72) hours have expired after the written notice has been given.

The prohibitions of this Article shall apply whether or not the dispute giving rise to the prohibited conduct is subject to arbitration. Furthermore, neither the violation of any provision of this Agreement by the Employer, nor the commission of any act by the Employer constituting or alleged to constitute an unfair labor practice, or a violation of any state or federal law, shall excuse the Union, or any of its members, Agents or Representatives, or any employee from their obligations under the provisions of this Article.

In the event of an alleged violation of this Article by the Union, its members, Agent or Representatives, or by any employee: (1) such employee shall be subject to discipline up to and including discharge; and (2) the Union shall direct such employees to resume normal operations immediately.

The Employer and the Union shall be entitled to all appropriate remedies for any breach of foregoing provisions, including but not limited to injunctive relief and damages, whether or not the dispute giving rise to the conduct that violates such section is subject to arbitration.

ARTICLE 9 - MANAGEMENT RIGHTS

The Employer retains, solely and exclusively, all the rights, powers and authority which it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following:

- (1) to manage, direct and maintain the efficiency of its business and work force;
- (2) to manage and control its departments, buildings, facilities and operations including the location and relocation thereof;
- (3) to create, change, combine or abolish jobs, departments and facilities in whole or in part;
- (4) to increase or decrease the work or the work force and determine the number of employees needed;
- (5) to hire, transfer, promote, demote, suspend, discharge, layoff and maintain the discipline and efficiency of its employees;
- (6) to specify, assign or change work requirements, hours, shifts and days off, to require overtime and to establish schedules of operations and workloads;
- (7) to decide which employees are qualified to perform the work;
- (8) to establish work standards, to adopt rules of conduct and safety, and to determine the penalties for violation thereof;
- (9) to determine the type and scope of work and services to be performed and the methods, processes, means and places of providing those services;
- (10) to implement technological changes;
- (11) to change or discontinue weekly delivery route schedules.

ARTICLE 10 - BULLETIN BOARDS, STEWARDS AND UNION VISITS

The Employer shall provide the Union with three (3) locking display cases within the Vista facility and one (1) for each outlying resident yard or any other Company location from which bargaining unit members work which shall be used exclusively for the purpose of posting Union notices. The Union shall provide a preview of all notices to the Employer in advance of posting via email or UPS.

- A. The Steward shall be a working employee, selected by the Union, who shall, in addition to his regularly assigned work, be permitted to perform, during working hours, such duties as may be required in attempting to resolve disputes prior to the application of the grievance procedure. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow Stewards a reasonable amount of time for the performance of such duties.

- B. The Steward, prior to performing such union business, must request the need to leave his work station, and offer the approximate time to perform such legitimate Union business, to his immediate supervisor. Such request shall not be unreasonably denied.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition - A grievance is defined as a complaint or dispute as to the interpretation or application of a specific provision of this Agreement.
- B. Grievance Steps - Grievances that are submitted by employees or by the Union shall be processed in accordance with the procedure set forth below.

Step 1

The Employee shall discuss their grievance issue with a department supervisor or manager, and a Steward (if desired by the employee), in an attempt to resolve any potential grievance informally. The Employee and the department supervisor or manager shall have the discussion within seven (7) calendar days after the occurrence on which the issue is based. Such discussion must occur prior to the filing of a written grievance in Step 2. In discharge cases, Step 1 shall be omitted but a written grievance must be submitted not more than seven (7) calendar days from the date of discharge.

Step 2

If no mutual resolution is reached at the Step 1 meeting, the grievant or his Representative must present the grievance in writing to the Department Manager within fourteen (14) calendar days after the occurrence on which the grievance is based, unless the Employer and the Union have mutually agreed to extend Step 1. If the Department Manager is not available within the allotted time frame, the written grievance may be instead presented to the VP of Operations. The written grievance must set forth the date and time of the event which gave rise to the grievance, the details of the event, the provisions of this Agreement that allegedly were violated and the remedy requested.

The parties shall engage in a discussion in an attempt to resolve the grievance within fourteen (14) calendar days after the Department Manager's or VPO's receipt of the grievance. The Employer shall issue a final determination in writing within seven (7) calendar days after conclusion on such discussion.

Step 3

If the grievance is not resolved in Step 2, the Union shall have fourteen (14) calendar days after receipt of the Employer's Step 2 final written determination to notify the Employer in writing that it intends to move the grievance forward to

arbitration. This deadline may be extended by mutual written agreement of the parties.

Arbitration Procedure - The following procedure shall apply if a grievance is moved to arbitration:

- A. If the parties are unable to agree upon an impartial Arbitrator, the moving party shall submit to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators, within fourteen (14) calendar days of service of the notice of intent to move the grievance forward to arbitration.
- B. Within fourteen (14) calendar days after receipt of the list of arbitrators, the parties shall alternately strike names from the list, beginning with the Union. The individual whose name remains shall be the Arbitrator. The parties may agree upon an individual Arbitrator without striking.
- C. The Arbitrator's decision shall be final and binding on the parties. The decision shall be issued in writing not more than thirty (30) calendar days after the close of arbitration or the filing of briefs, if any, whichever is later.
- D. The Arbitrator shall have no authority to:
 - (1) amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement;
 - (2) base any decision on any practice or custom which is inconsistent with a provision of this Agreement or predates the ratification of this Agreement; or
 - (3) to render a decision on any grievance occurring before the effective date or after the termination date of this Agreement.
- E. Arbitrator fees shall be borne equally between the parties.

Time Limits - Should the party making the claim fail to file or appeal a grievance within the specified time limits or in accordance with the procedural requirements set forth herein, the grievance shall be deemed waived for all purposes. Should the other party fail to respond to the grievance within the specified time limits herein, the party making the claim may appeal the grievance immediately to the next step. The time limits set forth in this Article may be extended or waived only by mutual agreement between the parties.

ARTICLE 12 - DISCIPLINE

Progressive steps of discipline for offenses other than those listed in Section B, below, are as follows and shall consist of the steps set forth below:

Category

- 1. Absenteeism
- 2. Tardiness
- 3. Conduct/Policy Violation

Progressive Discipline Steps

1. Verbal warning (a record of which shall be made and issued)
2. Written warning
3. A one (1) working day suspension for categories 1 and 2 and a three (3) consecutive day suspension without pay for category 3
4. Termination

Category

1. Substandard Warehouse Performance [(a) % to Standard (b) exceeding error ratio]*
2. DriveCam infractions (with the exception of any behavior constituting grounds for immediate discharge under the “Driver Safety Progressive Discipline Program”)

Progressive Discipline Steps

1. Verbal warning (a record of which shall be made and issued)
2. Written warning
3. A one (1) working day suspension
4. A three (3) consecutive day suspension without pay
5. Termination

**Discipline for these two (2) separate performance standards are distinct and will follow the progressive discipline process described above*

No Call, No Show

Failure to report to work without notification to an employee’s supervisor within fifteen (15) minutes after the start of a shift will be considered a no-call, no-show resulting in a one (1) day suspension. The second (2nd) same such occurrence within one (1) year may result in termination unless extraordinary circumstances occurred which prevented the employee from calling in within fifteen (15) minutes of start of the shift.

The Employer agrees to send copies of all discipline via email to the Union no less than once per calendar week. In cases of termination, copies of all related discipline and termination documents will be emailed within twenty-four (24) hours.

A. Disciplinary Warnings

1. When the Employer issues discipline, it will provide a signed, completed copy of the disciplinary notice to the employee. Signing of the notice shall acknowledge receipt only.
2. A disciplinary notice form shall contain space for an employee’s response.
3. All documents of corrective actions shall apply for a period of one (1) year from the date of issuance. Periods of leave shall not count towards the one (1) year.

Discipline shall be administered and served within fourteen (14) calendar days of the infraction; however, if the action for discipline was not discoverable, then the discipline shall be administered within fourteen (14) calendar days from the date of discovery.

B. Cardinal Offenses - Violations of any of the following rules due to their seriousness may result in immediate discharge, without any prior warning or discipline. The following list is not all-inclusive and will serve as a general guideline:

1. Willful falsification of documents or records.
2. Willful or malicious destruction or damage to Employer or third party property or the failure to report known damage to such property.
3. Theft or unauthorized removal from Employer premises or unauthorized possession of property that belongs to the Employer, another employee, a customer, or a visitor.
4. Possessing firearms, weapons or any other hazardous or dangerous devices on Employer property or during on duty time without proper authorization.
5. Possession, distribution, sale or use of alcohol, non-prescribed prescription medication or any unlawful drug while on duty or while on the Employer's premises.
6. Reporting to work or being at work under the influence of alcohol, non-prescribed prescription medication or any unlawful drug.
7. Harassing, threatening, intimidating or coercing any other employee, customer or visitor.
8. Physical or verbal assault on an employee or supervisory employee while on duty or on the Employer's premises.
9. Leaving the Employer's premises without permission during paid time or unauthorized deviation from assigned route outside of a two (2) mile radius.
10. Sexually explicit language or conduct, racially offensive language or conduct, or explicit language or conduct related to national origin, religion, gender, sexual orientation, disability or age or any protected category under state or federal law.
 - a. However, where an employee is found to have engaged in such conduct, the Employer may recognize that re-training and a final warning may be a more appropriate remedy.
 - b. In such cases, the final warning shall apply for twenty-four (24) months.
11. Failing to cooperate in an internal investigation by the Employer or by a state or federal agency.
12. Insubordination (defined as the willful refusal to comply with a direct order or instruction).

The Employer may elect to issue a lesser form of discipline than is provided for in the Collective Bargaining Agreement or within a policy, rule or procedure. Such leniency shall not affect the right of the Employer to invoke the strictest form of discipline for a later commission of the same or similar offense.

In the event that the Employer discharges an employee, the employee shall leave the premises immediately.

The Employer shall provide the Business Representative with a copy of all existing rules, policies and procedures for which the Employer may issue discipline.

ARTICLE 13 - EMPLOYEE DEFINITION

Probationary Period Employee - Each newly hired or rehired employee shall serve a probationary period of ninety (90) calendar days. The Employer may request, to the Union, an additional thirty (30) day extension of such period on an individual basis. The Union shall not unreasonably deny such request.

During the probationary period, a probationary employee may be discharged for any reason deemed sufficient by the Employer and such discharge shall not be subject to the grievance procedure.

The probationary period shall be extended for any period of time the employee is on an authorized leave of absence.

An employee serving his probationary period shall not be eligible for any Employer sponsored benefits except Pension and those benefits required by applicable law.

Full-Duty Status - Subject to state and federal law, full-duty status is defined as a bargaining unit employee who can perform all of the functions of his bid position for the entire shift, including any mandatory overtime.

Full-Time Employee - Full-time employees are defined as those employees who are hired to work on a regular basis for forty (40) or more hours a week. They are eligible for all Employer sponsored benefits.

Part-Time Employee - Part-time employees are defined as those employees who are hired to work on a regular basis for less than forty (40) hours a week.

Part-time employees shall not be utilized to avoid adding full-time positions.

Part-time employees shall only be paid for hours actually worked.

Tier 1 Part-time Employees - Employees who are hired to work on a regular basis for more than twenty (20) hours a week are eligible for vacation, floating holidays, sick leave and health and welfare benefits. All entitlements with the exception of health and welfare benefits shall be on a pro-rated basis.

Tier 2 Part-time Employees - Employees who are hired to work on a regular basis for twenty (20) hours or less per week, are not eligible for vacation or floating holidays.

Status Change - For the purposes of establishing status level advancement, the following conditions shall be met;

- a. Tier 1 advancement to full-time: Following the probationary period, an average of forty (40) hours or more worked per week during the course of any consecutive six (6) week period.
- b. Tier 2 advancement to Tier 1: Following the probationary period, an average of more than twenty (20) hours worked per week during the course of any consecutive six (6) week period.
- c. The Employer has the right to advance a part time employee at any time based on performance so long no employee's seniority is violated.

The Employer and the Union recognize that from time to time certain assignments may be filled by non-bargaining unit members;

- a. The Employer may fill such time to time assignments, specifically, vacancies where the Employer is seeking a replacement for a bargaining unit member, or for menial projects.
- b. The Employer may not use such resources within a department where a bargaining unit member in that department is on layoff, unless the laid off employee(s) refused a recall to perform the assignment.

The Employer and the Union further recognize that the combination of part-time employees and personnel filling such time to time assignments may not exceed more than fifteen percent (15%) of the total number of the bargaining unit workforce.

ARTICLE 14 - SENIORITY

Company Seniority - Shall be defined as an employee's length of continuous service with the Employer. An employee completing ninety (90) days of continuous service shall acquire a Company seniority date retroactive to the first date of hire.

Department Seniority - Shall be defined as an employee's length of continuous service within the Warehouse, Transportation or Clerical departments.

- a. The Warehouse department shall encompass all bargaining unit positions working within the Warehouse department.
- b. The Transportation department shall encompass all bargaining unit positions working within the Transportation department.
- c. The Clerical department shall encompass all bargaining unit positions working within the Clerical department.

An employee working in excess of thirty (30) days in any department shall acquire department seniority retroactive to the first (1st) day of working in the department.

A break in continuity of service with resulting cancellation of seniority will result from any of the following:

- 1. Resignation or termination of employment.
- 2. Failure to return to work from a layoff within five (5) calendar days after receipt

- of written notice.
3. Layoff due to lack of work for more than one (1) year.
 4. Failure to report for work upon expiration of a leave of absence.
 5. Exiting a bargaining unit position.

Layoff and Recall

The part-time workforce shall be subject to layoff first in inverse order of seniority and also shall be the first employees affected in a reduction of the workforce or layoff.

Layoffs shall be accomplished in inverse order of seniority within the department affected by the layoff; that is, the least senior employee in the department in which the layoff occurs shall be the first to be laid off, provided that skills and abilities are relatively equal.

Recall from layoffs shall be accomplished in inverse order of layoff. In the case of recall or rehire, the Employer agrees to notify the affected employee(s) by UPS delivery service, with a signature required, to the employee's last known address. Simultaneously, a copy of such letter shall be sent via email to the local Union. Should the employee fail to respond to the Employer within five (5) calendar days after verification of receipt of written notice to return to work, the vacancy may be filled according to the terms of this Article.

The following processes shall be additionally applied:

- a. An employee shall retain, for a period of one (1) year, recall rights to his former department.
- b. A full-time employee who suffers a reduction to a part-time position shall continue to accrue seniority at a full-time accrual rate.
- c. A full-time employee who suffers a reduction to layoff may opt to bypass an available part-time position for up to the one (1) year period without the loss of recall rights to a full-time position, within their respective order of return by seniority.
- d. A full-time employee who suffers a reduction to layoff, and returns to a part-time position, shall be returned to an available full-time position only after any senior laid off employee has declined to exercise their recall rights.

In the event a reduction in the work force is necessary an employee may use his department seniority to "bump" a less senior employee from a position within the department, all shifts included.

ARTICLE 15 - DEPARTMENT AND CLASSIFICATION BIDDING

It is not the intent to use qualifications as a method to eliminate opportunities for employees seeking to bid. Employees who bid on and are awarded all such specific positions shall perform other work assigned.

Annual Bids - All departmental annual bids for all employees within the San Diego Division shall occur November 1st through November 15th. The Employer shall notify the successful bid employee by November 30th. Placement of the employee in their successful bid shall begin in the

third (3rd) week of January. In the event that within the fourth (4th) quarter the Employer has a significant change in business the parties shall meet and agree to a new bid date.

Any employee that is off work at the time of the annual bid opening due to illness or injury may bid for available schedules, shifts and job assignments.

Daily vacancies shall be filled in the following order:

Day Warehouse:

- a. By the respective "Relief" position
- b. Most senior employee with the ability to perform such work
- c. Company assignment within the shift and department

Night Warehouse:

- a. By the respective "Relief" position
- b. Most senior Selector with the ability to perform such work
- c. Company assignment within the shift and department

Transportation:

1. Routes
 - a. Most senior Utility Driver or Driver whose route has been cancelled for the day
 - b. Company assignment within the department
2. Spotter
 - a. Relief position
 - b. Company assignment within the department

Clerical:

- a. Most senior bargaining unit clerical employee with the ability to perform such work
- b. Company assignment within the department

Between each annual departmental bid, all permanent vacancies which become available within the bargaining unit shall be posted on the employee bulletin board for seven (7) calendar days. Any employee that has been suspended within the prior ninety 90 days shall not qualify to bid.

Temporary bids - Temporary job openings of fourteen (14) calendar days or more (if known) shall be offered for bid by seniority and shall be awarded as set forth below followed by Company Assignment. An employee accepting such bid shall be returned to his former position upon the return of his co-worker, if the position is eliminated or for other such reason. There shall be no bumping.

- a. Day Warehouse: Most senior employee with the ability to perform such work
- b. Night Warehouse: Most senior Selector with the ability to perform such work
- c. Transportation: Most senior Utility Driver with the ability to perform such work

- d. Clerical: Most senior bargaining unit Clerical employee with the ability to perform such work

Permanent bids - shall be defined as a vacated position to which the former bidded employee is not expected to return or a new, unassigned or empty position for any other such reason.

Bids shall be awarded based on departmental seniority. Employees awarded a permanent bid shall remain in such position for a minimum of six (6) months or until the next annual bid starts.

Training - An employee shall be given up to thirty (30) calendar days of training in which to learn a new position. Once the employee begins the thirty (30) calendar day period, the employee shall not have the option to return to their recently vacated position or any other position until the annual bid occurs or another position is posted for bid. Should the employee's performance be deemed unsatisfactory by the Employer or the employee for any reason does not complete the thirty (30) calendar day period (bereavement leave and other legally-protected absences excluded), the employee shall be placed in an Employer designated position within the same shift.

The Employer has the right to develop routes at any given time for the purpose of employee training only. Such routes shall run for a maximum of thirty (30) days.

Warehouse Department

Annually the Employer shall bid the following positions within the Warehouse department, with the number per position or the elimination of a position based on business need:

Night Shift:

- Forklift
- Loader
- P.I.R.
- Chaser/Selector
- Selector
 - a. Selector/Relief Forklift
 - b. Selector/Relief Loader
 - c. Selector/Relief P.I.R.
- Janitorial
- Robo Wrapper/Utility

***Note:** The Employer retains the right to select who from among the Selectors are appointed "special attention customer" Selector.*

Day Shift:

- Forklift
- P.I.R.
 - a. Forklift/Relief P.I.R.
- Receiver
 - a. Forklift/Relief Receiver

- Produce Quality Control (includes receiving produce)
 - a. Forklift/Relief Produce Quality Control
- IC Driver Check-In
- IC Cycle Counter
 - a. Forklift/Relief Driver Check-In/Relief Cycle Counter
- Will-call Selector/Utility
- Janitorial
- Returns and Reclamation/Janitorial

Transportation Department

Annually the Employer shall bid the following positions within the Transportation department, with the number per position or the elimination of a position based on business need:

- Class A Backhaul Driver
- Class A Premium Delivery Driver
- Class A Delivery Driver
- Class A Shuttle Driver
- Class A Spotter
- Class C Box Truck Driver
- Class C Van Driver

All “special event” work opportunities shall be posted and awarded by seniority among Utility Drivers.

If a daily route is cancelled for the day, the affected Driver(s) shall move to Utility Driver status (for that day) and bid available routes by seniority within the utility Driver “pool”.

The Employer shall make telephone calls, by department seniority, to one (1) telephone number provided by the employee, beginning on or around 5:00 p.m. and concluding on or around 7:30 p.m. to offer all open daily routes for selection by department seniority among: (a) utility Drivers and (b) any Drivers whose route is to be eliminated. The Employer may begin calls earlier than 5:00 p.m. to determine a Driver’s willingness to work overtime.

If the employee does not answer such call:

- a. The Employer shall hold the selection process to allow any Driver whose route was eliminated up to fifteen (15) minutes or until 5:45 p.m., whichever is later, to respond.
- b. The Employer will hold the selection process to allow any Utility Driver ten (10) minutes to respond.
- c. Failure to respond within the allotted time frames will forfeit the right to select.

Start times shall not be altered by more than one hour earlier and not more than two times per week without a minimum of one week’s notice. In the case where a backhaul route is eliminated, the backhaul driver shall have the option of taking the open route or bumping from utility or vacation routes.

Clerical Department

Annually the Employer shall bid the following positions within the Clerical department, with the number per position or the elimination of a position based on business need:

- Day shift schedules
- PM shift schedules
- Will-call

The Employer retains the right to recruit and select bargaining unit employees to enter these positions, including to fill temporary vacancies.

Logistics Department

- Logistics Coordinator

ARTICLE 16 - DELIVERY RESTRICTIONS

1. Where there is a delivery stop which is problematic because of excessive stairs, physical space, access to dock, or a bona fide safety concern that presents a genuine risk of serious bodily harm to the Driver, the Driver may, immediately upon his return to the division, make a report in writing, on a form provided by the Employer. The Employer shall then, within seven (7) calendar days of receiving the written report, investigate the feasibility of correcting these problems, and attempt to urge such corrections.
2. In no instance shall the employee engage in argument or discussion of the problem with the customer, nor shall the employee make the decision as to whether or not to service the stop.
3. Drivers are not required to rotate product in frozen or refrigerated units.
4. Drivers are not required to “re-stock” inventory (but must deliver product to the appropriate area).
5. In the event a customer raises expectations in conflict with #3 or #4 above, in no instance shall the employee engage in an argument or a discussion of the problem with the customer, nor shall the employee make the decision as to whether or not to service the stop.
6. The Employer will not urge or require any Driver to operate any equipment that is in violation of any safety or traffic law.
7. The Employer agrees that it will make every effort to cease hand stacking product at the back of tight loads. Products will not be hand-stacked on the back of non-lift gated trailers.

8. If reasonable delivery accommodations cannot be made at a delivery stop, the Employer will visit the stop within seven (7) calendar days of notification and an alternative drop location or site will be arranged with the customer.
9. The Employer agrees to abide by all state and federal laws for the transport and delivery of hazmat chemicals. Should a Driver be cited by law enforcement or receive any other type of legal infraction or consequences of this nature while operating the Employers vehicles due to the Company's failure to follow such laws, the Employer shall:
 - a. Reimburse the employee for all lost wages and entitlements at each pay period until returning to work.
 - b. Pay all fines, legal costs, bail and/or bond, court fees and any other costs associated with such violation.

ARTICLE 17 - FREEZER UNIFORMS/EQUIPMENT REPLACEMENT

Cold storage clothing will be provided for employees required to work in cold storage areas. All employees will be provided and are required to wear high visibility clothing. All such clothing shall be replaced as needed, due to normal wear and tear. All reasonable requests for clothing will be addressed in an expedited manner.

Warehouse and Clerical department employees are entitled to approved safety boot replacement annually each January. One hundred fifty (\$150.00) will be allotted to each employee; any additional cost will be the employee's responsibility. Employees may purchase boots through the annual on-site vendor(s), through the voucher program via Employer approved vendors or through reimbursement with a copy of the purchase receipt.

Transportation employees are entitled to approved safety boot replacement two times (2x) per year in January and July. One hundred and fifty dollars (\$150.00) will be allotted to each employee for each pair of boots; any additional cost will be the employee's responsibility. The Employer will provide an annual on-site vendor(s) for the purposes of selection and offer a minimum variety of five (5) different types of boots to choose from. Alternatively, transportation employees may purchase boots through the voucher program via Employer approved vendors, through the Cintas ordering program, the annual on-site vendor(s) or through reimbursement with a copy of the purchase receipt.

ARTICLE 18 - HOURS AND OVERTIME

Work Week - Full-time employees are defined as those employees who are hired to work on a regular basis for forty (40) straight-time hours per week. Eight (8) hours in the case of a five (5) day work week and ten (10) hours in the case of a four (4) day work week shall constitute a day's work.

Guarantee - A full-time employee shall be guaranteed a minimum of forty (40) hours work per week or regular wage rate pay equivalent to such, provided he is available and able to work the required work schedule. Such forty (40) hour guarantee shall not apply to a week in which an employee reports to work after the beginning (Sunday) of the work week in which he is newly

hired, returns from leave of absence, or is recalled from layoff status.

Guarantee Reduction - If an employee fails to report to work on a designated day of work, that employee's guaranteed work week, will be reduced by eight (8) or ten (10) hours for each day absent based on the employee's normal 5/8 or 4/10 work schedule.

5/8 Shift - All hours worked in excess of eight (8) hours in a work day shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay. All hours worked in excess of twelve (12) hours in a work day shall be compensated at the rate of two (2) times the employee's regular rate of pay.

Any employee who works the prior six (6) days in one (1) work week shall be paid at the rate of two times (2X) the employee's regular rate of pay for the seventh (7th) consecutive day within the same workweek. All hours worked, with the exception of meal periods, shall be used for the purposes of calculating overtime.

4/10 Shift - All hours worked in excess of ten (10) hours in a work day shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay. All hours worked in excess of twelve (12) hours in a work day shall be compensated at the rate of two (2) times the employee's regular rate of pay.

The Employer may require an additional day added to a 4/10 work schedule for the purposes of Transportation department training and meetings. Such additional day shall not occur more than one (1) time per quarter and shall not convert the four (4) day work week into a five (5) day work week for the purposes of wage alterations.

No Pyramiding - There shall be no pyramiding or duplication of overtime payments for the same hours worked.

Overtime Assignment - Before assigning overtime, the Employer may utilize a qualified employee with available straight-time hours before utilizing an employee who does not have available straight-time hours.

Exclusions - If, during a workweek and on a scheduled day of work, an employee meets any of the following conditions such rule shall not apply:

- a. Has been sent home by the Employer before completing his shift
- b. Has volunteered to go home early
- c. Has taken one (1) or more days of vacation or floaters, or
- d. Has utilized eight (8) or ten (10) hours of available sick pay to cover an absence

The Employer may require employees to work overtime, and the employees are required to work such overtime. In assigning employees to work overtime, the Employer shall contact volunteers by seniority. Should there be an insufficient number of volunteers, the Employer shall force by inverse seniority.

Rest Periods - The Employer shall grant the Employee a paid fifteen (15) minute rest break for

every four (4) hours worked, or major fraction thereof. The employee shall take rest periods as close to the middle of each four (4) hour work period as practicable. Rest periods cannot be combined together with meal periods or used at the start of the shift to arrive late or at the end of the shift to leave early.

This fifteen (15) minute rest period shall include all time as may be needed for employees to travel to and from the break area, and all time which may be needed for employees to change out of freezer or other clothing or equipment before and after the break.

Meals - The Employer shall grant a non-DOT employee a thirty (30) minute, uninterrupted, unpaid meal break for any shift in which the employee works more than five (5) consecutive hours. The meal period shall be taken before the employee works more than five (5) hours (unless the employee is working less than six (6) hours and has voluntarily waived the meal period). During meal breaks, employees are not permitted to conduct any work. Non-DOT employees must clock out and back in for meal periods.

The Employer will grant all non-DOT employees working more than ten (10) hours a second (2nd) meal period to be taken before the employee works more than ten (10) hours unless the employee is working less than twelve (12) hours, voluntarily waives the 2nd meal period and did not waive the first meal period. Any additional meal periods will be provided as required under California law.

The Employer will follow federal DOT meal regulations for all employees subject to those regulations. Such employees must log in and out using the Employer's on-board computer. In the event the system is inoperable, such employees shall manually record meal periods on a form supplied by the Employer.

The Employer reserves the right to schedule rest and meal periods in accordance with California law. Any employee's failure to take lunches and breaks is an unsafe practice and is subject to disciplinary action.

Commencement and Conclusion of Work - Employees shall be at their respective job posts to begin work at their designated starting time and shall not deviate from their work assignment(s) in advance of their scheduled quitting times, except with the Employer's prior approval or at the Employer's request.

Reporting Pay - Each work day an employee is required to report for work and does report, but is not put to work or is furnished less than half of the employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. This shall also apply if an employee is requested to return to work a second (2nd) time within a twenty four (24) hour period.

Exclusion:

Reporting pay shall not apply in the event that the employee reports to work unfit or

the employee leaves work of his own volition prior to the completion of one-half (1/2) of said employee's usual or scheduled day's work.

Time Cards - Employees are expected to punch in when they report to work and to punch out promptly when all work is completed. Unless overtime work has been approved by an employee's supervisor in advance, this should be not more than three (3) minutes before the scheduled starting time or more than four (4) minutes after the end of the scheduled shift. If management alters an employee's timecard to ensure that an employee's time is accurately accounted for, such employee shall be notified of the alteration by the end of the workweek. Upon notification, should an employee contest such changes the grievance and arbitration process shall be used.

No employee is allowed to punch or tamper with another employee's time card. Violation of these rules will result in disciplinary action.

ARTICLE 19 - ALL HOLIDAYS

A. "Recognized/Paid Holidays"- Without limiting the employer's right to require work on any such days, the following days shall be recognized as paid holidays for eligible full-time employees and part-time employees regularly scheduled to work more than twenty (20) hours per week who have completed their probationary period.

- New Year's Day
- Thanksgiving Day
- Fourth of July
- Christmas Day

For night shift employees, the New Year's Day and Christmas Day holidays shall be observed on New Year's Eve and Christmas Eve respectively.

B. "Floating/Paid Holidays"- In addition to the paid holidays, all full-time employees who have completed their probationary period shall be entitled to receive forty (40) hours of floating holiday pay per year. Floating holidays must be taken in full day increments. Floating holidays may not be used during the year in which they were accrued. Eligible employees must notify their supervisor in writing at least seven (7) calendar days prior to utilizing a floating holiday. Scheduling of floating holidays shall be based on the Employer's staffing requirements. If a conflict develops as a result of more than one (1) employee requesting the same floating holiday, first priority will be given to the most senior employee.

C. Newly hired employees shall accrue floating holidays on a pro-rated basis which may be used upon their accrual.

D. Roll-over and Payout Cap - Floating holidays may accrue up to a maximum of eighty (80) hours. Once an employee of accrues eighty (80) hours of unused, floating holiday hours rolled over from prior years, he shall be paid out upon his anniversary date.

- E. Eligibility - To be eligible for any holiday benefits, an employee must work his last scheduled shift prior to and next scheduled shift following the holiday.
- F. Exclusions - An employee shall not be eligible for any holiday pay with respect to the “recognized holidays” which fall during any unpaid leave of absence.
- G. Weekend Holidays - If a holiday falls on a Saturday or Sunday, the Employer may elect to have it observed on the preceding Friday and/or the following Monday respectively.
- H. Holiday Pay - All holiday pay shall be paid at the employee’s regular rate of pay. In the event a holiday falls on a day which is not an employee’s regularly scheduled work day, the employee will receive his regular hourly rate of pay, times eight (8) or ten (10) hours. An employee who is scheduled to work and does on a holiday, shall be paid such compensation in addition to holiday pay at one and one-half (1.5) times the employee’s regular rate of pay.
- I. Failure to Report as Scheduled - An employee who is scheduled to work on a holiday and fails to work as scheduled shall not be eligible for any holiday pay.
- J. Scheduling Limitations - The Employer reserves the right to limit vacation and floating holiday usage during weeks of certain recognized holidays.
- K. Holiday Pay for 5/8 and 4/10 Shift Schedules - When a holiday falls on the employee’s regularly scheduled day of work the employee shall be paid either eight (8) or ten (10) hours of holiday premium in addition to all hours worked on that day and within that week. For shifts where the full workforce is not required, working holiday hours shall be offered first to volunteers by seniority and forced if required by inverse seniority. Work shall be offered within each department prior to the holiday. An employee’s scheduled shift shall not be changed or altered to deny such premium pay.

ARTICLE 20 - VACATIONS

- A. Eligibility - Employees may not use vacation benefits in the employees’ anniversary year in which it is accrued. Each full-time employee shall receive base wage rate paid vacation based on continuous years of employment as follows:
 - 1. After one (1) year: forty (40) hours pay.
 - 2. After two (2) years: eighty (80) hours pay.
 - 3. After seven (7) years: one hundred twenty (120) hours pay.
 - 4. After thirteen (13) years: one hundred sixty (160) hours pay.
 - 5. After twenty (20) years: two hundred (200) hours pay.
- B. Proration - Vacation pay shall be prorated for any employee who has failed to complete his first (1st) twelve (12) months of employment.
- C. No Accumulation - Employees may accrue no more than one time (1X) their annual

vacation accrual. Employees who have accrued more than one time (1X) their annual vacation accrual will be paid out on the employee's first pay period after his anniversary date.

- D. Vacation Pay - Vacation pay shall be computed at the employee's regular wage rate at the time that vacation is taken. An employee may receive his vacation pay on the last payday immediately preceding the start of his vacation.
- E. Carry Over - Employees may carry over a maximum of 40 hours.
- F. Partial Accrual - Any accrued but unused vacation time due to a previous year's leave of absence that is remaining (and is less than the employee's regularly scheduled shift) will be paid out on the employee's first pay period after his anniversary date.
- G. Periods Not Earned - An employee shall not accrue vacation credit for absences due to: 1) leave of absence; 2) FMLA; 3) workers' compensation.
- H. Required Attendance - Absent extenuating circumstances, employees who are absent the day before or the day after scheduled vacation, shall have their future vacation entitlement reduced by one (1) day for each day of absence and shall not be permitted to use a sick day in lieu thereof.
- I. Vacation Bidding Procedure - Annual vacation bids shall begin during the third (3rd) week of November for all employees within the San Diego Division and will conclude no later than December 15th. During this period employees must select vacations for the following year beginning with the full third week of January and continuing through the second full week of the following January. Any unscheduled vacation time shall be granted on a 1st come, 1st served basis. Should two (2) employees make requests at the same time, seniority shall prevail. Should an employee have any discrepancies regarding scheduling, he shall present his vacation bid paperwork to support such conflict. The Employer reserves the right to limit vacation usage during the weeks of certain recognized holidays. Once vacation time has been approved by the Employer it may only be altered, canceled or rescheduled by mutual agreement between the Employer and employee.
- J. The Employer reserves the right to limit vacation time off to a maximum of:
 - Thirteen percent (13%) per department in the first (1st) and fourth (4th) quarter at the time of the bidding process.
 - Five percent (5%) per department in the second (2nd) and third (3rd) quarter at the time of the bidding process.
- K. All other days and/or weeks will be open for vacation bids. It is understood that staffing requirements must accommodate the vacation scheduled annually by employees. The Employer shall make every effort to allow an employee the opportunity to utilize vacation time should staffing levels allow.

ARTICLE 21 - SICK LEAVE

- A. Eligibility - Each full-time employee shall, upon completion of his probationary period, accrue sick leave benefits at the rate of forty (40) hours per year, retroactive to the date of hire or rehire. Full-time employees and part-time employees who are hired to work on a regular basis for more than twenty (20) hours a week will be provided forty (40) hours of sick leave per year. Part-time employees who are hired to work on a regular basis for twenty (20) hours or less a week will be provided twenty (20) hours of sick leave per year. Full and part-time employees may use available sick leave time on or after the ninetieth (90th) day of employment.
- B. Use of Sick Leave - Sick leave may be taken and deducted from an employee's accumulation only when the employee is absent because of such employee's bona fide illness or injury or to the extent required pursuant to the Healthy Workplace healthy Family Act and the San Diego Earned Sick Leave and Minimum Wage Ordinance (if applicable) and all applicable state and federal laws. The Employer may require after three (3) days absenteeism, as a condition of the payment of sick leave benefits under this Article, that the employee provide reasonable evidence, in the form of a health care provider's certificate, that the employee was unable to work on the days for which he is seeking sick leave benefits. Such requests will be made objectively and in good faith.
- C. Notice - An employee who is unable to report to work because of an illness or injury must personally notify his immediate supervisor of such inability to report not less than one (1) hour prior to the employee's regularly scheduled starting time.

Transportation Route Exclusion - Effective January 1, 2015, any driver bidding a route with a scheduled/posted start time *at or prior to 12:01AM (only)* will be required to give two (2) hours advance notice.

- D. Payment of Unused Sick Leave - Unused sick leave may be accumulated from one (1) anniversary year to the next to a maximum of eighty (80) hours. An employee shall receive payment for all accrued, but unused, sick leave over the accumulated eighty (80) hours in the check for the payroll period immediately following his anniversary date. Sick leave shall be paid at the same rate as recognized and paid holidays.
- E. The Company will abide by all state and federal laws.

ARTICLE 22 - BEREAVEMENT LEAVE

- A. Employees shall be allowed three (3) days funeral leave, with full pay, for a death in the immediate family. Immediate family shall be defined as the employee's parents, step-parents, spouse, domestic partner, children, brothers, sisters and step children of current spouse, and employee's grandparents.
- B. Employees shall be allowed three (3) days funeral leave, with pay, in the event the following death occurs: current spouse or domestic partner's parents, grandparents,

brothers and sisters.

- C. Employees regularly working a work week of five (5) consecutive eight (8) hour days shall receive eight (8) hours of pay for each day of funeral leave. Employees regularly working a work week of four (4) consecutive ten (10) hour days shall receive ten (10) hours of pay for each day of funeral leave.
- D. The Employer retains the right to verify any employee's entitlement to bereavement leave.

Additional days off may be requested by the employee. The Employer shall not deny any reasonable request.

ARTICLE 23 - LEAVE OF ABSENCE

The acceptance of employment from any other employer during a leave of absence may, at the Employer's discretion, be cause for termination.

- A. Eligibility for Personal Leave - An employee with one (1) or more years of continuous service with the Employer may request an unpaid leave of absence by submitting a written request to his immediate supervisor. Such written request shall be in a form approved by the Employer. The granting of such leave shall be within the sole discretion of the Employer; however, such requests will not be unreasonably denied. The employee shall document their request in writing, on the Employer supplied form and submit directly to the Human Resources Department. The Employer will inform the employee whether the leave is granted or denied within a seven (7) calendar days. At no time may such leave exceed thirty (30) calendar days.
- B. FMLA Leave - Leave will be granted in accordance with Federal Family Medical Leave Act and the California Family Rights Act (hereinafter collectively referred as to "FMLA") in accordance with the Company's FMLA policy set forth in the Company's employee handbook/policy. Any issue involving FMLA leave approval shall not be subject to the grievance and arbitration procedure. The Employer will assist an employee in procuring the FMLA Medical Certification paperwork meeting document timelines with their contracted 3rd party administrator and will offer access to a facsimile for purpose of delivering the same.
- C. Accrual of Benefits - No benefits such as vacation, floating holidays, sick time, etc., shall accrue during a leave of absence granted under this Article, including a leave pursuant to a Worker's Compensation injury.
- D. Computation of Time Worked - Unpaid leave of absence shall not be considered as time worked in the computation of continuous service for the purpose of determining eligibility for any benefit provided for in this Agreement.
- E. Insurance Programs - Employees on leave of absence who are otherwise eligible for the Employers insurance programs may elect to continue their participation in the programs by

arranging to make appropriate payments through the Employer's administrative office. An eligible employee on leave of absence shall be responsible for payment of all insurance premiums during such leave except that the Company will continue current coverage during FMLA leave as required by federal and California law.

Return from Leave - An employee who returns from an authorized leave of absence within thirty (30) calendar days following the commencement of such leave shall be entitled to return to the position that he held at the commencement of such leave. In the case of authorized leaves of absence exceeding thirty (30) calendar days, the Employer shall make every reasonable effort to return an employee to his former position at the conclusion of such leave. If the employee's former position is not available at that time, the Employer will endeavor to place the employee in an available job for which such employee is qualified. Thereafter, such employee shall be entitled to the first available opening in his former position. If none of these options is available, the employee will be laid off and will retain recall rights in accordance with the provisions of Articles 14 and 15 of this Agreement for the next opening in his former position. Where applicable, medical verification may be required to determine an employee's fitness to return, with or without restrictions, and continue the duties requisite to employment.

Jury Service - Regular full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to five (5) days at their base rate of pay one (1) time per year for any loss of income during their otherwise regularly scheduled work week for time spent on jury service. Reimbursement shall be offset by any jury fees received by the employee. Employees must inform their supervisors immediately upon receiving a notice to report for jury service.

A Union member elected or appointed to serve as a union official shall be granted a leave of absence of up to ninety (90) days, without discrimination or loss of seniority rights, and without pay. Only one (1) employee will be allowed off during the ninety (90) day period. This period may be extended for up to an additional ninety (90) days by mutual agreement between the Employer and the Union.

ARTICLE 24 - MILITARY LEAVE ACT

For purposes of this Labor Agreement between the parties, employees enlisting or entering the Military Service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967 and the Uniformed Service Employment and Re-employment Rights Act (USERRA) of 1996, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

Eligibility - All eligible full-time and/or eligible part-time bargaining unit members will participate in the Health and Welfare Benefits plan at the Trust's minimum level requirements unless they can provide health care coverage documentation via another source.

Continuation of Plans - Effective November 1, 2019, and each subsequent month thereafter during the term of this Agreement, the Employer will be responsible for one hundred percent (100%) of

the total monthly premium cost of the plan for each employee. Any premium increase in excess of seven percent (7%) of the previous calendar year's monthly premium will be borne fully by the participating employees through increased contributions. This cap will be applied to the 2020 enrollment/renewal and each year thereafter.

The existing plan(s) will continue to be offered with "Employee Only", "Two (2) Party", and "Family" premiums.

ARTICLE 26 - WESTERN CONFERENCE OF TEAMSTERS PENSION BENEFIT

- A. The Western Conference of Teamsters (WCT) Pension Plan has been established to provide certain retirement, termination and death benefits to employees. The Plan and Pension Trust are governed by an equal number of Union and Employer Trustees.

The Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour of compensable hour for which compensation was paid to a maximum of 2080 hours for the 2019 calendar year. Effective January 1, 2020 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour of compensable hour for which compensation was paid to a maximum of 2200 hours per calendar year. Contributions shall be paid from the first (1st) hour of employment as it relates to Pension.

- B. Effective April 1, 2019, the hourly contribution rate shall be \$6.15 per compensable hour, which includes \$0.31 for the Program for Enhanced Early Retirement (PEER/84). This includes an employee wage diversion of \$.30 per hour.

Effective April 1, 2020, the hourly contribution rate shall be \$6.25 per compensable hour, which includes \$.032 for the Program for Enhanced Early Retirement (PEER/84). This includes an employee wage diversion of \$.30 per hour.

Effective April 1, 2021, the hourly contribution rate shall be \$6.35 per compensable hour, which includes \$.033 for the Program for Enhanced Early Retirement (PEER/84). This includes an employee wage diversion of \$.30 per hour.

Effective April 1, 2022, the hourly contribution rate shall be \$6.45 per compensable hour, which includes \$.034 for the Program for Enhanced Early Retirement (PEER/84). This includes an employee wage diversion of \$.30 per hour.

Effective April 1, 2023, the hourly contribution rate shall be \$6.55 per compensable hour, which includes \$.035 for the Program for Enhanced Early Retirement (PEER/84). This includes an employee wage diversion of \$.30 per hour.

<i>Effective</i>	<i>4-1-2019</i>	<i>4-1-2020</i>	<i>4-1-2021</i>	<i>4-1-2022</i>	<i>4-1-2023</i>
Pension Rate	\$5.85	\$5.95	\$6.05	\$6.15	\$6.25
Diversions	\$.30	\$.30	\$.30	\$.30	\$.30
Total Contribution	\$6.15	\$6.25	\$6.35	\$6.45	\$6.55

C. For temporary agency personnel or probationary employees hired or utilized for the first time on or after April 1, 2014, the Employer shall pay an hourly contribution rate of \$0.10 (including PEER) during the probationary period or the initial period of utilization, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contribution shall be made on the same basis as defined in this Article. After the expiration of this defined period, or an equivalent period of an individual is utilized as a temporary employee, but in no event longer than ninety (90) calendar days from an employee's first date of hire (into the bargaining unit) or first date of utilization as a temporary employee, the contribution shall be increased to the full contractual rate stated in this Article.

The contributions required to provide the PEER will not be taken into consideration for the benefit accrual purposes under the Plan. The additional contribution for the PEER must, at all times, be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

D. The total amount due for each calendar month shall be remitted in a lump sum not later than the fifteenth (15th) day of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid in account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

E. Diversions of Wages to Pension - Diversions of money from Base Wage pay to Pension will be allowed only under the following terms: (a) the Union must notify the Employer of any diversion within thirty (30) days of the ratification of this Agreement or thirty (30) days prior to the effective date of any contractual wage increase; (b) any diversion in the first year of the contract will be effective thirty (30) days after the Union gives notice, and, in subsequent years, on the effective date of any contractual wage increase; (c) the diversion can only be done if approved by a majority of the relevant Pension unit.

ARTICLE 27 - WAGES

Wage Rates - The starting wage rate for all employees is 80% of the base wage rate in the department and will be adjusted to 85% after six (6) months; 90% after one (1) year; and shall reach full scale after eighteen (18) months. The Employer shall have the right to escalate the progression on an individual basis.

Lead - The Employer may appoint a Lead, and the Employer shall pay such Lead the applicable base wage rate plus one dollar fifty-cents (\$1.50) over such rate.

All Departments/All Classifications: But for the exceptions set forth below, wage increases shall be \$.70 per hour in year one (retroactive to April 1, 2019) and \$.65 per hour in each subsequent year. Per Article 26, Section E, the rates below include \$.30 per hour which will be diverted to pension. The hourly reduction due to the pension diversion will be reflected in the hourly rate on employees' paychecks.

	<i>4/1/2019</i>	<i>4/1/2020</i>	<i>4/1/2021</i>	<i>4/1/2022</i>	<i>4/1/2023</i>
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Annual increases	<i>\$.70</i>	<i>\$.65</i>	<i>\$.65</i>	<i>\$.65</i>	<i>\$.65</i>
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▪ **Warehouse Department**

<i>Classifications</i>	<i>Current</i>	<i>4-1-2019</i>	<i>4-1-2020</i>	<i>4-1-2021</i>	<i>4-1-2022</i>	<i>4-1-2023</i>
IC Driver Check-In	<i>\$19.65</i>	<i>\$20.35</i>	<i>\$21.00</i>	<i>\$21.65</i>	<i>\$22.30</i>	<i>\$22.95</i>
IC Cycle Counter	<i>\$19.65</i>	<i>\$20.35</i>	<i>\$21.00</i>	<i>\$21.65</i>	<i>\$22.30</i>	<i>\$22.95</i>
Selector	<i>\$27.10</i>	<i>\$27.80</i>	<i>\$28.45</i>	<i>\$29.10</i>	<i>\$29.75</i>	<i>\$30.40</i>
Forklift Operator	<i>\$26.10</i>	<i>\$26.80</i>	<i>\$27.45</i>	<i>\$28.10</i>	<i>\$28.75</i>	<i>\$29.40</i>
Receiver	<i>\$26.60</i>	<i>\$27.30</i>	<i>\$27.95</i>	<i>\$28.60</i>	<i>\$29.25</i>	<i>\$29.90</i>
Chaser/Selector	<i>\$25.85</i>	<i>\$26.55</i>	<i>\$27.20</i>	<i>\$27.85</i>	<i>\$28.50</i>	<i>\$29.15</i>
P.I.R.	<i>\$26.10</i>	<i>\$26.80</i>	<i>\$27.45</i>	<i>\$28.10</i>	<i>\$28.75</i>	<i>\$29.40</i>
Loader	<i>\$25.85</i>	<i>\$26.55</i>	<i>\$27.20</i>	<i>\$27.85</i>	<i>\$28.50</i>	<i>\$29.15</i>
Utility/Will Call Selector	<i>\$19.60</i>	<i>\$20.60*</i>	<i>\$22.65</i>	<i>\$23.30</i>	<i>\$23.95</i>	<i>\$24.60</i>
Janitorial	<i>\$17.60</i>	<i>\$18.30</i>	<i>\$18.95</i>	<i>\$19.60</i>	<i>\$20.25</i>	<i>\$20.90</i>
Produce Q.C.	<i>\$26.60</i>	<i>\$27.30</i>	<i>\$27.95</i>	<i>\$28.60</i>	<i>\$29.25</i>	<i>\$29.90</i>
Returns and Reclamation/Janitorial	<i>\$19.60</i>	<i>\$20.30</i>	<i>\$20.95</i>	<i>\$21.60</i>	<i>\$22.25</i>	<i>\$22.90</i>

*Will receive an additional \$1.40 beginning first pay period following ratification.

<u>Warehouse</u>					
<u>IC Driver Check-In</u>	<u><i>\$20.35</i></u>	<u><i>\$21.00</i></u>	<u><i>\$21.65</i></u>	<u><i>\$22.30</i></u>	<u><i>\$22.95</i></u>
<u>Pension Diversion</u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>
<u>Actual Wage</u>	<u><i>\$20.05</i></u>	<u><i>\$20.70</i></u>	<u><i>\$21.35</i></u>	<u><i>\$22.00</i></u>	<u><i>\$22.65</i></u>
<u>IC Cycle Counter</u>	<u><i>\$20.35</i></u>	<u><i>\$21.00</i></u>	<u><i>\$21.65</i></u>	<u><i>\$22.30</i></u>	<u><i>\$22.95</i></u>
<u>Pension Diversion</u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>
<u>Actual Wage</u>	<u><i>\$20.05</i></u>	<u><i>\$20.70</i></u>	<u><i>\$21.35</i></u>	<u><i>\$22.00</i></u>	<u><i>\$22.65</i></u>
<u>Selector</u>	<u><i>\$27.80</i></u>	<u><i>\$28.45</i></u>	<u><i>\$29.10</i></u>	<u><i>\$29.75</i></u>	<u><i>\$29.40</i></u>
<u>Pension Diversion</u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>	<u><i>(\$0.30)</i></u>
<u>Actual Wage</u>	<u><i>\$27.50</i></u>	<u><i>\$28.15</i></u>	<u><i>\$28.80</i></u>	<u><i>\$29.45</i></u>	<u><i>\$29.10</i></u>
<u>Forklift Operator</u>	<u><i>\$26.80</i></u>	<u><i>\$27.45</i></u>	<u><i>\$28.10</i></u>	<u><i>\$28.75</i></u>	<u><i>\$29.40</i></u>

<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$26.50</u>	<u>\$27.15</u>	<u>\$27.80</u>	<u>\$28.45</u>	<u>\$29.10</u>
<u>Receiver</u>	<u>\$27.30</u>	<u>\$27.95</u>	<u>\$28.60</u>	<u>\$29.25</u>	<u>\$29.90</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$27.00</u>	<u>\$27.65</u>	<u>\$28.30</u>	<u>\$28.95</u>	<u>\$29.60</u>
<u>Chaser/Selector</u>	<u>\$26.55</u>	<u>\$27.20</u>	<u>\$27.85</u>	<u>\$28.50</u>	<u>\$29.15</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$26.25</u>	<u>\$26.90</u>	<u>\$27.55</u>	<u>\$28.20</u>	<u>\$28.85</u>
<u>P.I.R.</u>	<u>\$26.80</u>	<u>\$27.45</u>	<u>\$28.10</u>	<u>\$29.75</u>	<u>\$30.40</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$26.50</u>	<u>\$27.15</u>	<u>\$27.80</u>	<u>\$29.45</u>	<u>\$30.10</u>
<u>Loader</u>	<u>\$26.55</u>	<u>\$27.20</u>	<u>\$27.85</u>	<u>\$28.50</u>	<u>\$29.15</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$26.25</u>	<u>\$26.90</u>	<u>\$27.55</u>	<u>\$28.20</u>	<u>\$28.85</u>
<u>Utility/Will Call Selector</u>	<u>\$20.60</u>	<u>\$22.65</u>	<u>\$23.30</u>	<u>\$23.95</u>	<u>\$24.60</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$20.30</u>	<u>\$22.35</u>	<u>\$23.00</u>	<u>\$23.65</u>	<u>\$24.30</u>
<u>Janitor</u>	<u>\$18.30</u>	<u>\$18.95</u>	<u>\$19.60</u>	<u>\$20.25</u>	<u>\$20.90</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$18.00</u>	<u>\$18.65</u>	<u>\$19.30</u>	<u>\$19.95</u>	<u>\$20.60</u>
<u>Produce Q.C.</u>	<u>\$27.30</u>	<u>\$27.95</u>	<u>\$28.60</u>	<u>\$29.25</u>	<u>\$29.90</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$27.00</u>	<u>\$27.65</u>	<u>\$28.30</u>	<u>\$28.95</u>	<u>\$29.60</u>
<u>Returns and Reclamation/Janitorial</u>	<u>\$20.30</u>	<u>\$20.95</u>	<u>\$21.60</u>	<u>\$22.25</u>	<u>\$22.90</u>
<u>Pension Diversion</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
<u>Actual Wage</u>	<u>\$20.00</u>	<u>\$20.65</u>	<u>\$21.30</u>	<u>\$21.95</u>	<u>\$22.60</u>

Ramp up Period -

1. For a new employee entering a job with a productivity standard and/or error rate standard for the first (1st) time, the Employer will require the employee to achieve the acceptable level of performance from the conclusion of his probationary period.
2. For an existing employee entering a Selector position for the first (1st) time, the Employer will permit up to thirty (30) calendar days to achieve 80% of the standard required; an additional thirty (30) calendar days to achieve 90% of the standard required; and thereafter the employee must maintain 95% of the standard required.

Progressive Discipline for Employees on an Engineered Standard - Day and night (Selectors, Forklift Operators, and P.I.R.), is as follows:

1. Minimum Levels - employees must achieve 95% of the engineered standards each week and 90% on a daily basis.
2. Combined Error Rate - The following conditions shall apply:
 - a. Selectors are required to maintain a weekly accuracy level of one (1) error per thousand
 - b. Product not found on trucks will only affect the error rate if they are proven to be a selection error
 - c. The Employer shall not include selection errors if not reported within 14 days
 - d. A minimum of 1800 cases per week must be selected for the “mis-pick” error rate to apply (effective as of the date of ratification on August 17, 2014).
3. Engineered Standard - The Employer reserves the right to design a new engineered standard for other positions subject to review by an IBT Industrial Engineer.

▪ **Clerical Department**

<i>Classifications</i>	<i>Current</i>	<i>4-1-2019</i>	<i>4-1-2020</i>	<i>4-1-2021</i>	<i>4-1-2022</i>	<i>4-1-2023</i>
Day Clerical	\$18.95	\$19.95	\$21.60	\$22.25	\$22.90	\$23.55
PM Clerical	\$18.95	\$19.95	\$21.60	\$22.25	\$22.90	\$23.55
Will-Call	\$18.95	\$19.95	\$21.60	\$22.25	\$22.90	\$23.55

**Will receive an additional \$1.00 beginning first pay period following ratification.

Day Shift Clerical	\$19.95	\$21.60	\$22.25	\$22.90	\$23.55
Pension Diversion	(\$0.30)	(\$0.30)	(\$0.30)	(\$0.30)	(\$0.30)
Actual Wage	\$19.65	\$21.30	\$21.95	\$22.60	\$23.25
PM Clerical	\$19.95	\$21.60	\$22.25	\$22.90	\$23.55
Pension Diversion	(\$0.30)	(\$0.30)	(\$0.30)	(\$0.30)	(\$0.30)
Actual Wage	\$19.65	\$21.30	\$21.95	\$22.60	\$23.25
Will-Call	\$19.95	\$21.60	\$22.25	\$22.90	\$23.55
Pension Diversion	(\$0.30)	(\$0.30)	(\$0.30)	(\$0.30)	(\$0.30)
Actual Wage	\$19.65	\$21.30	\$21.95	\$22.60	\$23.25

▪ **Transportation Department**

<i>Classifications</i>	<i>Current</i>	<i>4-1-2019</i>	<i>4-1-2020</i>	<i>4-1-2021</i>	<i>4-1-2022</i>	<i>4-1-2023</i>
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Class A Back Haul Driver	\$29.60	\$30.30	\$30.95	\$31.60	\$32.25	\$32.90
Class A Premium Delivery Driver	\$29.60	\$30.30	\$30.95	\$31.60	\$32.25	\$32.90
Class A Delivery Driver	\$26.10	\$26.80	\$27.45	\$28.10	\$28.75	\$29.40
Class A Shuttle Driver	\$26.10	\$26.80	\$27.45	\$28.10	\$28.75	\$29.40
Class A Spotter	\$24.10	\$24.80	\$25.45	\$26.10	\$26.75	\$27.40
Class C Box Truck Driver	\$20.00	\$20.70	\$21.35	\$22.00	\$22.65	\$23.30
Class C Van Driver	\$17.60	\$18.30	\$18.95	\$19.60	\$20.25	\$20.90

<u>Call A Back Haul Driver</u>	<u>\$30.30</u>	<u>\$30.95</u>	<u>\$31.60</u>	<u>\$32.25</u>	<u>\$32.90</u>
Pension Diversion	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
Actual Wage	<u>\$30.00</u>	<u>\$30.65</u>	<u>\$31.30</u>	<u>\$31.95</u>	<u>\$32.60</u>
<u>Class A Premium Delivery Driver</u>	<u>\$30.30</u>	<u>\$30.95</u>	<u>\$31.60</u>	<u>\$32.25</u>	<u>\$32.90</u>
Pension Diversion	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
Actual Wage	<u>\$30.00</u>	<u>\$30.65</u>	<u>\$31.30</u>	<u>\$31.95</u>	<u>\$32.60</u>
<u>Class A Delivery Driver</u>	<u>\$26.80</u>	<u>\$27.45</u>	<u>\$28.10</u>	<u>\$28.75</u>	<u>\$29.40</u>
Pension Diversion	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
Actual Wage	<u>\$26.50</u>	<u>\$27.15</u>	<u>\$27.80</u>	<u>\$28.45</u>	<u>\$29.10</u>
<u>Class A Shuttle Driver</u>	<u>\$26.80</u>	<u>\$27.45</u>	<u>\$28.10</u>	<u>\$28.75</u>	<u>\$29.40</u>
Pension Diversion	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
Actual Wage	<u>\$26.50</u>	<u>\$27.15</u>	<u>\$27.80</u>	<u>\$28.45</u>	<u>\$29.10</u>
<u>Class A Spotter</u>	<u>\$24.80</u>	<u>\$25.45</u>	<u>\$26.10</u>	<u>\$26.75</u>	<u>\$27.40</u>
Pension Diversion	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
Actual Wage	<u>\$24.50</u>	<u>\$25.15</u>	<u>\$25.80</u>	<u>\$26.45</u>	<u>\$27.10</u>
<u>Class C Box Truck Driver</u>	<u>\$20.70</u>	<u>\$21.35</u>	<u>\$22.00</u>	<u>\$22.65</u>	<u>\$23.40</u>
Pension Diversion	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
Actual Wage	<u>\$20.40</u>	<u>\$21.05</u>	<u>\$21.70</u>	<u>\$22.35</u>	<u>\$23.10</u>
<u>Class C Van Driver</u>	<u>\$18.30</u>	<u>\$18.95</u>	<u>\$19.60</u>	<u>\$20.25</u>	<u>\$20.90</u>
Pension Diversion	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>	<u>(\$0.30)</u>
Actual Wage	<u>\$18.00</u>	<u>\$18.65</u>	<u>\$19.30</u>	<u>\$19.95</u>	<u>\$20.60</u>

Utility Drivers - The Employer shall pay a Utility Driver at the applicable rate, i.e., either Driver rate or Back Haul/Pallet rate depending on his assigned work per week or per day.

Pallet Route Definition - A premium route is defined as a pallet or backhaul route. Such routes will be designated during the posting for the annual bid. Prior to the annual designation of routes the parties shall meet to discuss the designation.

▪ **Logistics Department**

<i>Classifications</i>	<i>Current</i>	<i>4-1-2019</i>	<i>4-1-2020</i>	<i>4-1-2021</i>	<i>4-1-2022</i>	<i>4-1-2023</i>
Logistics Coordinator	\$25.05	\$25.75	\$26.40	\$27.05	\$27.70	\$28.35

<i>Logistics Coordinator</i>	<i>\$25.75</i>	<i>\$26.40</i>	<i>\$27.05</i>	<i>\$27.70</i>	<i>\$28.35</i>
<i>Pension Diversion -.30</i>	<i>(\$0.30)</i>	<i>(\$0.30)</i>	<i>(\$0.30)</i>	<i>(\$0.30)</i>	<i>(\$0.30)</i>
<i>Actual Wage</i>	<i>\$25.45</i>	<i>\$26.10</i>	<i>\$26.75</i>	<i>\$27.40</i>	<i>\$28.05</i>

ARTICLE 28 - 401K PENSION PLAN

The Employer will make payroll deductions as directed into the International Brotherhood of Teamsters 401K Pension Plan.

The Company will not be obligated to make any matching contributions on behalf of the Union employees covered by this Agreement.

ARTICLE 29 - UNIFORMS/GROOMING

The Drivers shall be clean and well groomed at all times. Drivers shall wear only Company provided uniforms, and shall not wear any hats, logos, or other distinctive items not provided by the Company.

ARTICLE 30 - DRUG AND ALCOHOL TESTING

The Employer may administer drug or alcohol tests to all employees in accordance with the applicable Department of Transportation and Federal Highway Administration regulations or as negotiated with Teamsters Local 542. Bargaining Unit Clerical classifications shall not be subject to random drug or alcohol tests.

ARTICLE 31 - BARGAINING OBLIGATION

Obligation to Bargain - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to bargain. All such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities. Accordingly, except as specifically provided in Section B of this Article, the Employer and the Union for the term of this Agreement, each voluntarily and unqualifiedly waives the right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this

Agreement.

Separability and Renegotiation - The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

It is further provided that in the event any provision or provisions are so declared to be in conflict with such law, rule or regulation, both parties shall meet within thirty (30) days for the purpose of renegotiation of the provision or provisions so invalidated.

Entire Agreement - This Agreement constitutes the full and entire agreement between the parties, and supersedes any prior agreement, commitments, understandings or practices, whether oral or written between the Employer and the Union or the employees covered hereunder, and except as specifically provided in Section B of this Article, expresses all obligations of and restrictions imposed upon the Employer.

ARTICLE 32 - PERMISSIBLE PERFORMANCE OF BARGAINING UNIT WORK

Non-bargaining unit supervisory or managerial employees may perform work within the jurisdiction of the bargaining unit when the Company has:

- a. exhausted all available full duty status employees with the necessary skills, abilities or certifications within the department;
- b. or, when there is an emergency or “Act of God”, and the use of bargaining unit members is impractical.

(Clarification Definition: substantial difficulty in following a particular course of action, but not such insurmountability or hopelessness as to make performance impossible).

It is not the intent of this language that supervisors will replace or cause the Company not to hire new bargaining unit employees.

ARTICLE 33 - NEW OR MODIFIED POLICIES

The Employer has the right to create new work rules and policies, and to modify existing work rules or policies covering conduct, performance, procedures, attendance, etc., including the right to install different discipline progressions. In the event the Employer intends to issue such new or revised rules or policies, the Employer shall provide a copy of such rule or policy to the Union with sufficient time for the Union to offer comment and suggest revisions, prior to implementation and enforcement.

The Employer will distribute such new policies to the applicable employees, and employees shall sign a document acknowledging delivery.

The Union reserves the right to grieve any such new or revised policy, or the specific disciplinary progressions contained therein, for “reasonableness”, or grieve the Company’s failure to meet the above described obligations.

ARTICLE 34 - MAINTENANCE OF CONDITIONS

It is the intent of the parties to this Agreement that the wages, hours, and benefits expressly embodied herein, which have been arrived at through the collective bargaining, shall be preserved and maintained.

ARTICLE 35 - D.R.I.V.E. AUTHORIZATION

- A. The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E.
- B. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.
- C. The Employer shall transmit the contributions to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW Washington, D.C. 20001

- D. The Employer shall send on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which are prohibited by applicable law.

ARTICLE 36 - NEW CLASSIFICATIONS

The Employer shall notify the Union of its intent to create a new classification. The parties agree to meet prior to implementation to discuss and negotiate wage(s) and conditions applicable to such new classifications and that of any affected employee(s). Failure of the parties to reach an Agreement within sixty (60) calendar days shall be grievable under the terms of the Grievance and Arbitration Procedure.

ARTICLE 37 - TERM

This Agreement shall become effective on April 1, 2019, and shall continue through midnight, March 31, 2024. It shall automatically be renewed from year to year thereafter unless either party

gives written notice of a desire to modify, amend or terminate it at least sixty (60) days, but no more than ninety (90) days, prior to March 31, 2024, or any March 31st thereafter, if it is automatically renewed, in which event this Agreement shall remain in effect during negotiations, and until ten (10) days advance written notice by either party of its termination, but such notice may not be given sooner than then ten (10) days before the expiration date. Upon termination of this Agreement, whether by expiration of its term or otherwise, all rights and obligations of Employer, Union and employees under this Agreement shall cease.

US FOODS, SAN DIEGO DIVISION

TEAMSTERS LOCAL 542

BY: _____
Rob West

BY: _____
Shelly Allsup

TITLE: Vice President, Operations

TITLE: Business Agent

DATE: _____

DATE: _____